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of less than an acre of the land began after defendant purchased and took possession, must be regarded as frivolous and de minimis, defendant not asking for rescission, and the only possible relief that he could claim, even if W. had title, being an insignificant abatement of purchase money.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 586.]

**8. Appeal and Error (§ 984 (1)\*)—Decree, Otherwise Affirmed, Not Interfered with in Respect to Costs Except for Palpable Error.**—A decree, affirmed in all other respects, will not be interfered with in respect to costs, a matter resting in the lower court's discretion, unless there is palpable error in that respect.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 606, 607.]

Appeal from Circuit Court, Lee County.

Suit for specific performance by Elkanah Garber against J. H. Goins. From an adverse decree, defendant appeals. Affirmed.

*Jas. W. Orr*, of Jonesville, for appellant.

*L. T. Hyatt*, of Jonesville, for appellee.

INTERSTATE COAL CO., Inc. *v.* EATON, RHODES & CO.

Sept. 22, 1921.

[108 S. E. 881.]

**1. Judicial Sales (§ 54\*)—Rights of Purchasers Stated.**—While a purchaser at a judicial sale cannot take advantage of mistakes whereby obligations of which he had notice were omitted from the decree, the court will correct the inadvertences to require him to perform contracts of which he had notice, but not to impose additional obligations never assumed.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 530.]

**2. Judicial Sales (§ 54\*)—Imposition upon Purchaser of Contract Not Assumed Erroneous.**—Where coal properties operated by receivers were ordered sold pursuant to an offer to purchase, and neither the offer nor the decree referred to certain contracts for the delivery of coke to a third party, it was error to impose upon the purchaser the burden of complying with such contracts; the purchaser never having expressly or impliedly assumed them.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 530.]

Appeal from Circuit Court, Wise County.

Suit by Eaton, Rhodes & Co. against the Interstate Coal Company, Inc. Decree for plaintiff, and defendant appeals. Reversed and petition dismissed.

*Moulinier, Bettman & Hunt*, of Cincinnati, Ohio, and *Morton & Parker*, of Appalachia, for appellant.

*Morison, Morison & Robertson*, of Bristol, for appellees.

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.